

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION**

In Re: LINUS M. MCGINTY Debtor(s) NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING Movant v. LINUS M. MCGINTY Debtor(s) KENNETH E. WEST Trustee Respondent(s)	Chapter 13 Case Number: 22-11230-mdc
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**MOTION FOR RELIEF FROM AUTOMATIC STAY WITH RESPECT TO PROPERTY: 541
NORTH MANOA ROAD, HAVERTOWN, PA 19083**

NewRez LLC d/b/a Shellpoint Mortgage Servicing, through its Counsel, Stern & Eisenberg PC, respectfully requests the Court grant its Motion for Relief and in support thereof respectfully represents as follows:

1. Movant is NewRez LLC d/b/a Shellpoint Mortgage Servicing (hereafter referred to as “Movant”).
2. Debtor(s), Linus M. McGinty (hereinafter, “Debtor(s)”), is/are, upon information and belief, adult individual(s) whose last-known address is 541 North Manoa Road, Havertown, PA 19083.
3. On September 23, 2016, Linus M. McGinty, executed and delivered a Note in the principal sum of \$246,591.00 to Ditech Financial LLC. A copy of the Note is attached as Exhibit “A” and is hereby incorporated by reference.
4. As security for the repayment of the Note, Linus M. McGinty, executed and delivered a Mortgage to Mortgage Electronic Registration Systems, Inc., solely as nominee for Ditech Financial LLC. The Mortgage was duly recorded in the Office of the Recorder of Deeds in and for Delaware County on October 11, 2016 in Book 05890, Page 1816. A copy of the Mortgage is attached as Exhibit “B” and is hereby incorporated by reference.
5. The Mortgage encumbers Debtor’s real property located at 541 North Manoa Road, Havertown, PA 19083.
6. By assignment of mortgage, the loan was ultimately assigned to NewRez LLC d/b/a Shellpoint Mortgage Servicing. A true and correct copy of the assignment is attached as Exhibit “C” and is hereby incorporated by reference.
7. Debtor(s) filed the instant Chapter 13 Bankruptcy on May 12, 2022, and, as a result, any state court proceedings were stayed.

8. It is believed and therefore averred that Debtor(s) filed the instant bankruptcy as an additional delay in order to prevent Movant from proceeding with the state court proceedings or otherwise institute proceedings as allowed under the Mortgage.
9. Debtor's mortgage loan is in default and is currently due for the June 1, 2022 payment and each subsequent payment through the date of the motion. Debtor(s) has/have failed to make the following post-petition payments to Movant:

POST-PETITION PAYMENTS IN DEFAULT

Monthly Payments in Default.....	06/01/2022 to 08/01/2022
Monthly payments (\$2,163.48 x 3)	\$6,490.44
Total Amounts Due as of August 19, 2022:	\$6,490.44

As of August 11, 2022, there is an Unpaid Principal Balance of \$222,986.18 with a total to payoff at \$241,106.09

10. In addition, Movant has incurred counsel fees and costs in association with Debtor's default and this motion.
11. As a result of the Debtor's default and failure to make payments or to otherwise adequately provide for Movant in the bankruptcy filing, Movant is not adequately protected and is entitled to relief.
12. To the extent the Court does not find that relief is appropriate, then Movant requests that the stay be conditioned such that in the event the Debtor(s) fall(s) behind on post-petition payments or trustee payments that Movant may receive relief upon default by the Debtor(s) of the terms of the conditional order.
13. Debtor or Debtor's Counsel is encouraged to contact Shellpoint Mortgage Servicing to discuss potential loss mitigation options, if the debtor(s) is experiencing hardship resulting in the COVID-19. Please call 866-825-2174 for assistance Monday-Friday 9am to 8pm EST.
14. Movant requests that the stay of Bankruptcy Rule 4001(a)(3) be waived.

WHEREFORE, Movant, NewRez LLC d/b/a Shellpoint Mortgage Servicing, respectfully requests this Court to grant the appropriate relief under 11 U.S.C. §362 from the automatic stay as set forth in the proposed order together with waiver of Bankruptcy Rule 4001(a)(3).

Respectfully Submitted:

Stern & Eisenberg, PC

By: /s/ Daniel P. Jones

Daniel P. Jones

Bar Number: 321876

Email: djones@sterneisenberg.com

Date: August 25, 2022